



Better Building Inspections
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BETTER BUILDING INSPECTIONS

TIMBER PEST INSPECTION AGREEMENT

Please carefully read the relevant agreement for the service you require and sign and return this agreement to Better Building Inspections.

TIMBER PEST INSPECTION AGREEMENT

The inspection will be a visual inspection only carried out in accordance with AS4349.3 2010 Part 3.

A copy of the appropriate Australian Standard AS4349.3-2010 with Appendices may be obtained from Better Building Inspections at your cost by phoning 0412 652 529 or by emailing grant@betterbuildinginspections.com or from Standards Australia.

Better Building Inspections will carry out the inspection and report in accordance with this agreement and you accept to pay the agreed fee, as per our schedule of fees provided, prior to the undertaking of the inspection and report.

It is requested that payment of our fee be made via direct transfer into the following account or by cash/cheque.

Account Details

ACCOUNT NAME:	Better Building Inspections (NSW)
BSB:	650 000
ACCOUNT NO.	506 907 806

Please describe your transaction with your “Surname” and “Property Suburb” or abbreviated version of Property Suburb (i.e. Smith Charlestown)

Better Building Inspections will carry out the inspection and report in accordance with this agreement and you agreed to pay for the inspection on or before delivery of the report.

In ordering the inspection, you agree that the inspection will be carried out in accordance with the following clauses, which define the scope and limitations of the inspection and accompanying report.

SCOPE OF THE INSPECTION & REPORT

THIS IS A VISUAL INSPECTION ONLY undertaken in accordance with AS 4349.3- 2010: Inspection of Buildings - Timber Pest Inspections.

The Inspection and resulting Report will be confined to reporting on the discovery, or non-discovery, of infestation and/or damage caused by subterranean and dampwood termites (white ants), borers of seasoned timber and wood decay fungi (rot), present on the date and time of the Inspection.

The Inspection will not cover any other pests and the Report will not comment on them. Dry wood termites (Family: KALOTERMITIDAE) and European House Borer (*Hylotrupes bujulus* Linnaeus) will be excluded from the Inspection.

The inspection will report any evidence of a termite treatment that happens to be found. Where evidence of a treatment is reported then the Client should assume that the treatment was applied as a curative and not as a preventative. You should obtain a statement from the owner as to any treatments that have been carried out to the property. It is important to obtain copies of any paperwork issued.

FUTURE INSPECTIONS: AS 3660.2-2000 recommends “regular competent inspections should be carried out at least on an annual basis but more frequent inspections are strongly recommended”. It goes on to inform that “regular inspections will not prevent termite attack, but may help in the detection of termite activity. Early detection will allow remedial treatment to be commenced sooner and damage to be minimized”.

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LIMITATIONS

The inspector will conduct a non-invasive visual inspection which will be limited to those areas and sections of the property to which have Safe and Reasonable Access (see definitions below) is both available and permitted on the date and time of the inspection. Areas where reasonable entry is denied to the inspector, or where safe and reasonable access is not available, are excluded from and do not form part of, the inspection. Those areas may be the subject of an additional inspection upon request following the provision of reasonable entry and access.

The inspection will not involve any invasive inspection including cutting, breaking apart, dismantling, removing or moving objects including, but not limited to, roofing, walls and ceiling sheeting, ducting, foliage, mouldings, debris, roof insulation, sarking, sisalation, floor or wall coverings, sidings, fixtures, floors, pavers, furnishings, appliances or personal items.

The inspection excludes the inside of wall, between floors, inside skillion roofing, inside the eave, behind stored goods in cupboards, and other areas that are concealed or obstructed. The inspector will not dig, gouge, force or perform any other invasive procedures. An invasive inspection will not be performed unless a separate contract is entered into.

If the property to be inspected is occupied then you should be aware that furnishings or household items may be concealing evidence of Timber Pests, which may only be revealed when the items are moved or removed. In some cases the concealment may be deliberate. If you are the purchaser and not the owner of the property to be inspected then you should obtain a statement from the owner as to any timber pest activity or damage to the property known to them and what, if any, treatments have been carried out to the property. It is important to obtain copies of any paperwork issued and the details of any repairs carried out. Ideally the information obtained should be given to the inspector prior to the inspection being conducted.

The inspector may use a probe or screwdriver to tap and sound some timbers and may use a sharp knife to carry out some 'splinter testing' on structural timbers in the sub-floor and/or roof void. Splinter testing WILL NOT be carried out where the inspection is being carried out for a Client who is a purchaser and not the owner of the property being inspected. The inspector may use a moisture meter to check moisture levels in walls that back onto wet areas such as showers etc. Other than these areas the moisture meter will not be used on other surfaces except where the visual inspection indicates that there may be a need to further test the area.

The report is not a certificate of compliance that the property complies with the requirements of any Act, regulation, ordinance, local law or by-law, or as a warranty or an insurance policy against problems developing with the building in the future.

DETERMINING THE EXTENT OF DAMAGE

The Report will not and cannot state the extent of any timber pest damage. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported either in the structure(s) or the grounds of the property, then you must assume that there may be some structural or concealed damage within the building(s). An invasive Timber Pest Inspection (for which a separate contract is required) should be carried out and you should arrange for a qualified person such as a Builder, Engineer, or Architect to carry out a structural inspection and to determine the full extent of the damage and the extent of repairs that may be required.

If Timber Pest activity and/or damage are found, within the structures or the grounds of the property, then damage may exist in concealed areas, eg framing timbers. In this case an invasive inspection is strongly recommended. Damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timber. You agree that Better Building Inspections or their inspectors are not responsible or liable for the repair of any damage whether disclosed by the report or not.

TIMBER PEST INSPECTION AGREEMENT

ACCEPTANCE CRITERIA DEFINITIONS

For the purpose of this inspection / report, the following definitions apply:

Active: The presence of live timber pests at the time of inspection.

Inactive: The absence of live timber pests at the time of inspection.

Note: Where visual evidence of inactive termite workings and/or damage is located, it is possible that termites are still active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without the benefit of further investigation and inspections over a period of time, to ascertain whether any infestation is active or inactive. Continued, regular inspections are essential.

Minor: Damage that is surface damage only and does not appear to require any timber replacement or repairs to be carried out.

Moderate: Damage that is more than surface damage but is unlikely to necessitate any timber replacement or repairs to be carried out.

Severe: Damage that appears to be significant and the integrity or serviceability of timbers may be impaired. A builder's opinion must be sought in the case of severe damage.

Timber Damage: Where this report includes comments in relation to the severity of timber damage, it must be understood that this is not a qualified builder's opinion. It is essential that any timber damage be referred to a suitably qualified building professional and to obtain a special purpose building report relating to the extent of the timber damage. The full extent of damage may only be revealed by invasive inspection methods including probing and the removal of lining material. This type of invasive inspection has not been carried out and you should understand that the extent and/or severity of timber damage may be found to increase significantly upon such an invasive inspection. The references contained within this report to the extent of timber damage have only been included to assist in determining treatment specifications and not to quantify the timber damage and must not be relied upon to determine the costs of repair or replacement.

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GENERAL DEFINITIONS

Please read and understand the following definitions of words used in this report. This will assist the reader to understand what is involved in a timber pest inspection, the difficulties faced by the inspector and the contents of the report.

Access hole (cover): An opening in flooring or ceiling or other part of a structure to allow for entry to carry out an inspection, maintenance or repair.

Accessible Area: An area of the site where sufficient safe and reasonable access is available to allow inspection within the scope of the inspection.

Associated Works: Any area or item, other than building proper, that is specified in the inspection agreement.

Breach (termite): Hole or gap in a termite barrier that provides termites with passage through that barrier. A Breach includes removal of a section of treated soil from a chemical soil barrier or a perforation or a disjunction in a physical barrier.

Bridging: Spanning of a termite barrier or inspection zone, to provide subterranean termites with passage over or around that barrier or inspection zone. The bridging can be part of the building structure, foreign objects (including soil, tree roots and debris) or a structure built by the termites themselves.

Client: The person(s) or other legal entity for which the inspection is to be carried out. If ordered by the person(s)'s agent then it is agreed that the agent represents the person(s) and has the authority to act for and on their behalf.

Drywood Termites: Termites that do not require a water source other than the atmosphere and the moisture content of the timber in which they occur.

Excessive Moisture Conditions: Presence of moisture that is conducive to timber pest activity.

Frass: Dust and droppings produced by borer activity.

Fungal Decay: Loss of strength due to destruction of cellulose and or lignin by wood decay fungi. Note: Fungal decay is commonly but incorrectly called "wet rot" and/or "dry rot".

Inspection: Close or careful scrutiny of an item carried out in order to arrive at a reliable conclusion as to the condition of an item.

Inspector/We/Our/Us: The company, partnership or individual named below that has been requested to carry out a Timber Pest Inspection and Report.

Limitation: Any factor that prevents full achievement of the purpose of the inspection.

Major Safety Hazard: An object or physical situation with a potential for causing harm to life or health of persons.

Mould: A type of fungus that does not structurally damage wood.

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Non-invasive Inspection: Visual inspection supplemented by soundings that does not mark the surface and may include limited use of equipment.

Person: Any individual, company, partnership or associated who is not a client.

Property: Allotment, including improvements and all timber structures such as buildings, patios, decking, landscaping, retaining walls, fences and bridges.

Report: The document and any attachment issued to the client by Better Building Inspections.

Safe and Reasonable Access: Does not include the use of destructive or invasive inspection methods or moving furniture or stored goods.

AS4349.3 provides information concerning safe and reasonable access:

Only areas where reasonable and safe access was available were inspected. Access will not be available where there are safety concerns, or obstructions, or the space available is less than the following:

Roof Void – the dimensions of the access hole must be at least 500mm x 400mm, and, reachable by a 3.6m ladder, and , there is at least 600mm x 600mm of space to crawl.

Roof Exterior – must be accessible by a 3.6m ladder placed at ground level.

Safe Access – is at the inspector's discretion and will take into account conditions existing on the property at the time of the inspection.

Site: Area within the property boundaries and within 30m of the nominated building.

Sub-floor Space: The part of a building between the soil and the ground floor level

Timber Pests: Subterranean and dampwood termites, borers of seasoned timber and wood decay fungi, but not including drywood termites.

You/Your: The party identified in this agreement as the Client, and where more than one party all such parties jointly and severally, together with any agent of that party.

TIMBER PEST INSPECTION AGREEMENT

TERMS & LIMITATIONS

Important Information Any person who relies upon the contents of this report does so acknowledging that the following clauses which define the Scope and Limitations of the inspection form an integral part of the report.

1. THIS IS A VISUAL INSPECTION ONLY in accordance with the requirements of AS 4349.3-2010 Inspection of buildings Part 3: Timber pest inspections. Visual inspection was limited to those areas and sections of the property to which reasonable access (See Definition) was both available and permitted on the date of Inspection. The inspection DID NOT include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, in other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. An invasive inspection will not be performed unless a separate contract is entered into. In an occupied property it must be understood that furnishings or household items may be concealing evidence of Timber Pests which may only be revealed when the items are moved or removed. In the case of Strata type properties only the interior of the unit is inspected.

2. SCOPE OF REPORT: This Report is confined to reporting on the discovery, or non discovery, of infestation and/or damage caused by subterranean and dampwood termites (white ants), borers of seasoned timber and wood decay fungi (hereinafter referred to as "Timber Pests"), present on the date of the Inspection. The Inspection did not cover any other pests and this Report does not comment on them. Dry wood termites (Family: KALOTERMITIDAE) and European House Borer (*Hylotrupes bujulus* Linnaeus) were excluded from the Inspection, but have been reported on if, in the course of the Inspection, any visual evidence of infestation happened to be found. If *Cryptotermes brevis* (West Indian Dry Wood Termite) or *Hylotrupes bujulus* Linnaeus are discovered we are required by law to notify Government Authorities. If reported a special purpose report may be necessary.

3. LIMITATIONS: Nothing contained in the Report implies that any inaccessible or partly inaccessible areas or sections of the property being inspected by the Inspector on the date of the Inspection were not, or have not been, infested by Timber Pests. Accordingly this Report is not a guarantee that an infestation and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. Nor is it a guarantee that a future infestation of Timber Pests will not occur or be found.

4. DETERMINING EXTENT OF DAMAGE: The Report is NOT a structural damage Report. While we are a licensed builder any observations or recommendations about timber damage should not be taken as expert opinion and CANNOT be relied upon. The Report will not state the full extent of any timber pest damage. The Report will state timber damage found as 'slight', 'moderate', 'moderate to extensive' or 'extensive'. This information is not the opinion of an expert. If any evidence of Timber Pest activity and/or damage resulting from Timber Pest activity is reported either in the structure(s) or the grounds of the property, then You must assume that there may be concealed structural damage within the building(s). This concealed damage may only be found when wall linings, cladding or insulation is removed to reveal previously concealed timbers. An invasive Timber Pest Inspection (for which a separate contract is required) is strongly recommended and You should arrange for a qualified person such as a Builder, Engineer, or Architect to carry out a structural inspection and to determine the full extent of the damage and the extent of repairs that may be required. You agree that neither We nor the individual conducting the Inspection is responsible or liable for the repair of any damage whether disclosed by the report or not.

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5. **MOULD:** Mildew and non-wood decay fungi is commonly known as Mould and is not considered a Timber Pest. However, Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. No inspection for Mould was carried out at the property and no report on the presence or absence of Mould is provided. Should any evidence of Mould happen to be noticed during the inspection, it will be noted in the Other Information (5.11) section of this report. If Mould is noted as present within the property and you are concerned as to the possible health risk resulting from its presence then you should seek advice from your local Council, State or Commonwealth Government Health Department or a qualified expert such as an Industry Hygienist.

6. **DISCLAIMER OF LIABILITY:** No liability shall be accepted on account of failure of the Report to notify any Termite activity and/or damage present at or prior to the date of the Report in any areas(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for Inspection is denied by or to the Licensed Inspector (including but not limited to any area(s) or section(s) so specified by the Report).

7. **DISCLAIMER OF LIABILITY TO THIRD PARTIES:** Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this report. Any third party acting or relying on this Report, in whole or in part, does so entirely at their own risk.

8. **COMPLAINTS PROCEDURE:** In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, or any alleged negligent act or omission on our part or on the part of the individual conducting the Inspection, either party may give written Notice of the dispute or claim to the other party. If the dispute is not resolved within twenty one (21) days from the service of the written Notice then either party may refer the dispute or claim to a mediator nominated by us. The cost shall be met equally by both parties or as agreed as part of the mediated settlement. Should the dispute or claim not be resolved by mediation, one or other of the parties may refer the dispute or claim to the Institute of Arbitrators and Mediators of Australia who will appoint an Arbitrator who will resolve the dispute by arbitration. The Arbitrator will also determine what costs each of the parties are to pay.

9. **COMPLAINT INVESTIGATION:** In the event any litigation is started as a result of the inspection and/or report, you indemnify us against any legal fees and expenses incurred where you have not first allowed us the opportunity to visit the property to investigate the complaint and provide you with a written response within 28 days.

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You agree that in signing this agreement you have read and understand the contents of this timber Pest agreement and that the inspection will be carried out in accordance with this document. You agree to pay for the services detailed within this timber pest agreement prior to the undertaking of the property inspection.

This agreement is to be read in conjunction with Better Building Inspection's Terms and Conditions.

If you fail to sign and return a copy of this agreement to Better Building Inspections and do not cancel the requested inspection then you agree that you have read and understand the contents of this timber pest agreement and that Better Building Inspections will carry out the inspection on the basis of this agreement and that Better Building Inspections can rely on this agreement.

Any additional inspection requirements requested by you may incur additional expense in regards to the cost of the inspection.

PLEASE SIGN

Client / Client Representative

Name:

Postal Address:

Mobile No. :

Email:

Signature:

Date:

Better Building Inspections

Name:

Signature:

Date: